

# EXHIBIT A

## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA

**If you purchased any Pork product directly from a Pork producer for use or delivery in the United States from January 1, 2009 through [Date], a class action settlement may affect your rights.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- A Settlement Agreement (or “Settlement”) has been reached in a class action antitrust lawsuit filed on behalf of Direct Purchaser Plaintiffs with Defendants JBS USA Food Company, JBS USA Food Company Holdings, Swift Pork Company, and related or affiliated entities (“JBS” or “Settling Defendant”). This Settlement only applies to JBS and does not dismiss claims against other Defendants in the case entitled *In re Pork Antitrust Litigation*, D. Minn. Case No. 0:18-cv-01776.
- If approved by the Court, the Settlement will resolve a lawsuit over whether JBS combined and conspired in restraint of trade, the purpose and effect of which was to suppress competition and to allow JBS and other Pork producers to charge supra-competitive prices for Pork products during the Settlement Class Period, in violation of federal law. If approved, the Settlement will avoid litigation costs and risks to Direct Purchaser Plaintiffs and JBS, and will release JBS from liability to members of the Settlement Class.
- The Settlement requires JBS to pay \$24,500,000. In addition to this monetary payment, JBS has agreed to provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation.
- The Court has not decided whether JBS did anything wrong, and JBS denies any wrongdoing.
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>ASK TO BE EXCLUDED</b>	This is the only option that allows you ever to be part of any <i>other</i> lawsuit against JBS concerning the Released Claims (as defined in the Settlement Agreement). Requests for Exclusion must be postmarked or received by [DATE].
<b>OBJECT</b>	Write to the Court about why you don’t like the Settlement. Objections must be postmarked or received by [DATE].
<b>ATTEND THE FAIRNESS HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will remain part of the Settlement, and you may participate in any monetary distribution to qualified purchasers. The Settlement will resolve your claims against JBS and you will give up your rights to sue JBS about the Released Claims (as defined in the Settlement Agreement). You will be bound by the judgment.

- Your options are explained in this notice. To ask to be excluded, you must act before [MONTH DAY], 2021.
- **Questions? Read on and visit [www.PorkAntitrustLitigation.com](http://www.PorkAntitrustLitigation.com) or call toll-free 1-866-797-0864.**

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## BASIC INFORMATION

### 1. Why did I receive a notice?

Defendants, including JBS, produce Pork products. Defendants' records show that you may have purchased Pork products directly from one or more of the Defendants for use and delivery in the United States between January 1, 2009 and [Date]. The list of Defendants is in Section 2 below. The Court authorized this notice because you have a right to know about the Settlement of certain claims against JBS in this class action lawsuit and about your options before the Court decides whether to approve the Settlement between JBS and Direct Purchaser Plaintiffs. If the Court approves it, and after objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

### 2. What is this lawsuit about?

This class action is called *In re Pork Antitrust Litigation*, D. Minn. Case No. 0:18-cv-01776 and is pending in the United States District Court for the District of Minnesota. U.S. District Court Judge John R. Tunheim is in charge of this class action.

Direct Purchaser Plaintiffs allege that Defendants and their co-conspirators conspired and combined to fix, raise, maintain, and stabilize the price of Pork products, beginning at least as early as January 1, 2009, with the intent and expected result of increasing prices of Pork products in the United States, in violation of federal antitrust laws.

The Defendants and co-conspirators named in Direct Purchaser Plaintiffs' Third Consolidated Amended Complaint are producers of Pork products in the United States, as well as Agri Stats, Inc. For the purpose of the Settlement, "Defendants" refers to JBS USA Food Company, JBS USA Food Company Holdings, Clemens Food Group, LLC, The Clemens Family Corporation, Hormel Foods Corporation and Hormel Foods, LLC, Indiana Packers Corporation, Mitsubishi Corporation (Americas), Seaboard Foods LLC, Seaboard Corporation, Smithfield Foods, Inc., Triumph Foods, LLC, Tyson Foods, Inc. Tyson Prepared Foods, Inc., Tyson Fresh Meats, Inc., and Agri Stats, Inc.

Direct Purchaser Plaintiffs have reached the Settlement with one Defendant, JBS, but the Direct Purchasers' case is proceeding against other Defendants. Those other Defendants may be subject to separate settlements, judgments, or class certification orders. If applicable, you will receive a separate notice regarding the progress of the litigation and any resolution of claims against other Defendants.

JBS has denied all allegations of wrongdoing in this lawsuit and would allege numerous defenses to Plaintiffs' claims if the case against it were to proceed.

### 3. What is a class action, and who is involved?

In a class action lawsuit, one or more people or businesses called class representatives sue on behalf of others who have similar claims, all of whom together are a "class." Individual class members do not have to file a lawsuit to participate in the class action Settlement, or be bound by the judgment in the class action. One court resolves the issues for everyone in the class, except for those who exclude themselves from the class.

### 4. Why is there a Settlement?

The Court did not decide in favor of Direct Purchaser Plaintiffs or JBS. Direct Purchaser Plaintiffs believe they may have won at trial and possibly obtained a greater recovery. JBS believes the Direct Purchaser Plaintiffs may not have succeeded at class certification or won at a trial. But litigation involves risks to both sides, and therefore Direct Purchaser Plaintiffs and JBS have agreed to the Settlement. The Settlement requires JBS to pay money, as well as provide specified cooperation in the Direct Purchaser Plaintiffs' continued prosecution of the litigation. Direct Purchaser Plaintiffs and their attorneys believe the Settlement is in the best interests of all Class Members.

**5. What if I received previous communications regarding this lawsuit?**

You may have received other communications regarding this lawsuit, including solicitations by other attorneys seeking to represent you as a plaintiff in an individual (or “direct action”) lawsuit against Defendants. These communications were not approved by the Court and did not come from Court-appointed Co-Lead Counsel. You should carefully review this notice and your rights as a potential member of the Settlement Class before deciding whether to opt out or stay in the Settlement Class. If you have questions about this litigation and your rights as a potential member of the Settlement Class, please contact Co-Lead Counsel whose contact information is listed in question 15 below.

**WHO IS IN THE CLASS?****6. Am I part of the Class?**

The Court decided that, for settlement purposes, members of the Settlement Class are defined as:

All persons who purchased Pork directly from any of the Defendants or any co-conspirator, or their respective subsidiaries or affiliates for use or delivery in the United States from at least as early as January 1, 2009 until [Date of Preliminary Approval].

If you satisfy these criteria, then you are a member of the Settlement Class, subject to the exception listed in Section 7 below.

While this Settlement is only with JBS, the Settlement Class includes persons who purchased Pork products (as defined in the Settlement Agreement) from *any* of the Defendants or their co-conspirators. If you are a member of the Settlement Class and do not exclude yourself, you may be eligible to participate in (or exclude yourself from) any additional settlements which may arise with any other Defendants in the case.

**7. Are there exceptions to being included?**

Yes. Specifically excluded from the Settlement Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded from the Settlement Class are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

If you are in one of these categories, you are not a member of the Settlement Class and not eligible to participate in the Settlement.

**8. I’m still not sure if I’m included.**

If you are still not sure if you are included, please review the detailed information contained in the Settlement Agreement, available for download at [www.PorkAntitrustLitigation.com](http://www.PorkAntitrustLitigation.com). You may also call the Settlement Administrator at 1-866-797-0864 or call or write to Co-Lead Counsel at the phone numbers or addresses listed in question 15 below.

**THE BENEFITS OF THE SETTLEMENT AGREEMENT WITH JBS****9. What does the Settlement with JBS provide?**

If the Settlement is approved, JBS will pay \$24,500,000 to resolve all Settlement Class members’ claims against JBS for the Released Claims (as defined in the Settlement Agreement). In addition to this monetary benefit, JBS has also agreed provide specified cooperation in the Direct Purchaser Plaintiffs’ continued prosecution of the litigation.

**10. What are the Settlement benefits being used for?**

A portion of the Settlement proceeds are being used for the administration of the notice of the Settlement to potential members of the Settlement Class by the Settlement Administrator. The remainder of the Settlement proceeds will remain

Questions? Call the Settlement Administrator toll-free at 1-866-797-0864 or visit [www.PorkAntitrustLitigation.com](http://www.PorkAntitrustLitigation.com).

available for any future notice, distribution to members of the Settlement Class, or attorneys' fees, litigation expenses, and incentive awards to Direct Purchaser Plaintiffs and their counsel. At this time, Direct Purchaser Plaintiffs and their counsel are not seeking any attorneys' fees, non-administration expenses, or incentive awards from the Settlement proceeds. However, they may do so in the future, subject to additional notice to you and approval by the Court.

Co-Lead Counsel do not intend to distribute any proceeds from the Settlement to qualifying members of the Settlement Class at this time, but instead intend to combine any distribution of the Settlement proceeds with proceeds from future settlements or other recoveries in the litigation. You will be provided further notice of any such future settlements or recoveries.

### **11. What am I giving up by staying in the Settlement Class?**

Unless you exclude yourself, you are staying in the Settlement Class, which means that you can't sue, continue to sue, or be part of any other lawsuit against JBS that pertains to the Released Claims (as defined in the Settlement Agreement). It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreement, available at [www.PorkAntitrustLitigation.com](http://www.PorkAntitrustLitigation.com).

You are not releasing your claims against any Defendant other than JBS by staying in the Settlement Class.

### **12. What happens if I do nothing at all?**

If you do nothing, you will remain a member of the Settlement Class, and participate in this Settlement. You will also have the opportunity to participate in (or exclude yourself from) any future settlements or judgments obtained by Direct Purchaser Plaintiffs.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **13. How do I exclude myself from the Settlement with JBS?**

If you do not want the benefits offered by the Settlement and you do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against JBS, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class (an "Exclusion Request"). Your Exclusion Request must include the following: (a) your name, including the name of your business which purchased Pork products, and address; (b) a statement that you want to be excluded from the Settlement Class in *In re Pork Antitrust Litigation*; and (c) your signature. You must mail or email your Exclusion Request, postmarked or received by [DATE], to: Pork Antitrust Litigation, Attn: EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217; or [info@porkantitrustlitigation.com](mailto:info@porkantitrustlitigation.com).

### **14. If I don't exclude myself, can I sue JBS for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue JBS for the same claims that the Settlement resolves. If you have a pending lawsuit against JBS, speak to your lawyer in that lawsuit immediately to determine whether you must exclude yourself from this Settlement Class to continue your own lawsuit against JBS.

By staying in the lawsuit you are not releasing your claims in this case against any Defendant other than JBS.

## **OBJECTING TO THE SETTLEMENT**

### **15. How do I tell the Court that I don't like the Settlement?**

If you are a member of the Settlement Class and have not excluded yourself from the Settlement, you can object to the Settlement if you don't like part or all of it. The Court will consider your views.

To object, you must send a letter or other written statement saying that you object to the Settlement with JBS in *In re Pork Antitrust Litigation* and the reasons why you object to the Settlement. Be sure to include your full name, the name

of your business which purchased Pork, current mailing address, and email address. Your objection must be signed. You may include or attach any documents that you would like the Court to consider. Do not send your written objection to the Court or the judge. Instead, mail the objection to the Settlement Administrator, Interim Co-Lead Counsel, and counsel for JBS at the addresses listed below. Your objection must be postmarked no later than [DATE].

**Settlement Administrator:**

Pork Antitrust Litigation  
ATTN: OBJECTIONS  
c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

**Direct Purchaser Plaintiffs’  
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**16. What is the difference between excluding myself and objecting?**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no standing to object because the Settlement no longer affects you.

**THE LAWYERS REPRESENTING YOU****17. Do I have a lawyer in this case?**

The Court has appointed Lockridge Grindal Nauen P.L.L.P. and Pearson, Simon & Warshaw, LLP as Co-Lead Counsel for the Settlement Class. Their contact information is provided above in question 15.

If you wish to remain a member of the Settlement Class, you do not need to hire your own lawyer because Co-Lead Counsel is working on your behalf.

If you wish to pursue your own case separate from this one, or if you exclude yourself from the Settlement Class, these lawyers will no longer represent you. You will need to hire your own lawyer if you wish to pursue your own lawsuit against JBS.

**18. How will the lawyers be paid?**

At this time, Co-Lead Counsel are not asking the Court to award any attorneys’ fees from the Settlement with JBS at this time. In the future, Co-Lead Counsel may ask the Court to award attorneys’ fees and reimbursement of reasonable and necessary litigation expenses from the Settlement or any other settlement or other recovery in this litigation. At such time, and prior to any Court approval, members of the Settlement Class will be provided with notice of the amount of fees or expenses sought by Co-Lead Counsel and the opportunity to be heard by the Court. You will not have to pay any fees or costs out-of-pocket.



## THE COURT'S FAIRNESS HEARING

### 19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on \_\_\_ a.m./p.m. on [DATE], at the United States District Court for the District of Minnesota, Courtroom 15, 300 South Fourth Street, Minneapolis, MN 55415. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Pursuant to any applicable orders relating to the COVID-19 emergency or otherwise, the Fairness Hearing may take place remotely, including via telephone or video conference. The Court may also move the Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the settlement website regarding any changes to the hearing date or conduct of the Fairness Hearing.

### 20. Do I have to come to the hearing?

No. Co-Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### 21. May I speak at the hearing?

You may ask to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Pork Antitrust Litigation*." Be sure to include your name, including the name of your business which purchased Pork, current mailing address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than [DATE], and it must be sent to the Clerk of the Court, Co-Lead Counsel, and counsel for JBS. The address for the Clerk of the Court is: 300 South Fourth Street, Courtroom 15, Minneapolis, MN 55415. The addresses for Co-Lead Counsel and counsel for JBS are provided in Question 15. You cannot ask to speak at the hearing if you excluded yourself from the Settlement Class.

## GETTING MORE INFORMATION

### 22. How do I get more information about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can find a copy of the Settlement Agreement, other important documents, and information about the current status of the litigation by visiting [www.PorkAntitrustLitigation.com](http://www.PorkAntitrustLitigation.com). You may contact the Settlement Administrator at [info@PorkAntitrustLitigation.com](mailto:info@PorkAntitrustLitigation.com) or toll-free at 1-866-797-0864. You may also contact Co-Lead Counsel at the addresses, phone numbers, and email addresses provided in Question 15.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**